a sum equal to one-twelfth (1/12) of the known or estimated (by the Mortgagee) yearly taxes, assessments on or against the mortgaged premises. The Mortgagee shall hold such payments, without obligation to pay interest thereon, and shall apply the same to the payment of taxes, assessments as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be held for future needs, but should such monthly payments at any time fail to provide sufficient funds to pay taxes and assessments when due, then the Mortgagor shall, upon demand, pay to the Mortgagee the amount necessary _to cover the deficiency. When the Mortgagor shall have paid the note secured by this Mortgage, the Mortgagee shall refund to the Mortgagor any excess funds accumulated thereunder. In the event of a default in the payment of the indebtedness hereby secured or in the covenants and agreements contained in this Mortgage, the Mortgagee may apply any balance remaining of the funds accumulated for the above purposes to the payment of said note.

- 7. The Mortgagor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing, (ii) will maintain the premises in good condition and repair, (iii) will comply with all laws, ordinances, regulations, covenants and restrictions affecting the premises, and will not suffer or permit any violation thereof, will furnish such information respecting use and operation of the premises as Mortgagee may from time to time demand.
- 8. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this Mortgage, together with interest on each such advancement at the rate of 12% per annum, and all such sums and interest thereon shall be secured hereby.
- 9. If default be made in payment, when due, or any installment of principal or interest of said Note or any part thereof, or in payment, when due, of any other sums secured hereby, or in performance of any obligation, covenants or agreements hereunder, the entire principal sum secured by this Mortgage shall at once become due and payable without notice, at the option of the Mortgagee.
- 10. If the Note, after default, should be placed in the hands of an attorney for collection or suit, or if, at any time, it should be deemed by the holder thereof necessary for the protection of its interest to place, and the holder should place, the said Note and Mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the Mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the Mortgage indebtedness, and to be secured under this Mortgage as a part of said debt.

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